

78-10  
#3426

## Warranty Deed

NO TRANSFER  
TAX PAID

**KNOW ALL MEN BY THESE PRESENTS**, that I, Chalmer Lewis of Waterville, Maine, County of Kennebec, State of Maine, for consideration paid

**grant to** Alan D. Lewis and Chalmer Lewis, Trustees, or their successors in trust, under the Lewis Living Trust dated May 5, 1993, and any amendments thereto, whose address is 464 Main Street, Waterville, ME 04901

007207

**With Warranty Covenants**, my undivided interest in the land in Waterville, Kennebec County, State of Maine, together with the buildings thereon, bounded and described as follows:

Beginning at an iron rod in the westerly line of Upper Main Street at the northeasterly corner of land conveyed to Richard S. Norton and known and described as Lot 5 on Plan of Mountain Farm made by Carl H. Crane, Reg. C.E., May 1963; thence at approximately right angles to the westerly line of said Upper Main Street along the northerly line of land of said Norton to the southeasterly line of land now or formerly of the President and Trustees of Colby College; thence in a northeasterly direction along the southeasterly line of land of the President and Trustees of Colby College to an iron pin; thence in an easterly direction along the southerly line of land of the President and Trustees of Colby College 426 feet to an iron pin in the westerly line of said Upper Main Street; thence in a southerly direction along the westerly line of said Upper Main Street 200 feet to the northeasterly corner of land of said Norton and the point of beginning.

Being Lot 6 on said Plan above-mentioned.

The above-described parcel of land is conveyed subject to the following restrictions:

1. Said lot shall be used only for residential purposes, and not more than one residence and the outbuildings thereof, such as a garage, shall occupy said lot or any part thereof, at any one time, nor shall said lots be subdivided or so sold or leased in parcels, nor shall any buildings at any time situate on said lot be used for business or manufacturing purposes.
2. Any wall of any residence or other outbuildings, including garages, erected on any lot, any boundary of which abuts on Main Street shall not be erected nearer from the westerly line of Upper Main Street than the easterly wall of the building now or formerly used or occupied as a homestead by Richard S. Norton.
3. Each residence, or other outbuildings, including garages, erected on any lot, must provide a space at least 25 feet on each side of said residence or said outbuildings, including garages, to the respective boundary lines of any adjoining lots.
4. The cost of each main building on these lots shall be at least \$15,000.00, exclusive of all the buildings, landscaping, and any other improvements of the land not directly affixed to the main building.
5. No placards or advertising signs other than such as relate to the sale or the leasing of said lot shall be erected or maintained on said lot or any building thereon.
6. No fences or construction of any kind other than a dwelling, garage, and appurtenances shall at any time be erected in any position to interfere with the view from residences on adjoining lots.
7. No cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot or in any building thereon.

8. If any owner of two or more contiguous lots purchased from the within grantor desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restrictions shall be construed as applying to a single lot.

9. Said lots are conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land, and applicable to all lots in Kennebec County sold after March 1, 1964, by the within grantor, and for a violation of the terms hereof, or any of them, by the said grantees herein named, or any person or persons holding or claiming by, under or through the aforesaid grantees, the right is expressly reserved to the grantor, their heirs and assigns, or the owner of any lot or lots on said plan of lots to proceed at law or in equity to compel compliance with the terms thereof. The grantor herein shall not be held responsible for the enforcement of the foregoing restrictions.

Being the same premises conveyed by Chalmer M. Lewis, to Alan D. Lewis and Chalmer M. Lewis, Trustees, or their successors in Trust under the Lewis Living Trust dated May 5, 1993, and any amendments thereto, and recorded in the Kennebec County Registry of Deeds in book 4427, page 176.

In Witness Whereof, I have hereunto set my hand this 18 day of the month of March, A.D. 1994.

Signed and Delivered in  
the presence of

Wayne A. Theriault

Chalmer Lewis  
Chalmer Lewis

State of Maine  
County of Kennebec

ss. March 18, 1994

Then personally appeared the above named Chalmer Lewis and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Holly J. Caron  
Notary Public

HOLLY J. CARON  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES JULY 8, 1999



RECEIVED KENNEBEC SS.

94 MAR 23 AM 9:00

ATTEST: Theresa B. Means  
REGISTER OF DEEDS

